

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

CRUM AND FORSTER SPECIALTY
INSURANCE COMPANY,

Plaintiff,

v.

CHRIS ELDREDGE CONTAINERS,

Defendant.

CIVIL ACTION

No.

COMPLAINT FOR DECLARATORY JUDGMENT

Plaintiff, Crum and Forster Specialty Insurance Company, by and through its undersigned counsel, Kennedys CMK LLP, as and for its complaint for declaratory judgment states as follows:

JURISDICTION AND VENUE

1. This is an action for declaratory judgment pursuant to 28 U.S.C. § 2201 and Rule 57 of the Federal Rules of Civil Procedure.

2. The Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1332(a), as this action is between citizens of different states and the amount in controversy exceeds \$75,000.

3. Venue is proper in the Eastern District of Pennsylvania pursuant to 28 U.S.C. § 1391(b), as a substantial part of the events giving rise to this claim occurred in the Eastern District of Pennsylvania.

THE PARTIES

4. Plaintiff in this action is Crum and Forster Specialty Insurance Company (“CFSIC”), a corporation domiciled in the State of Delaware with its principal place of business in Morristown, New Jersey. At all times relevant to this action, CFSIC was and is an eligible

excess and surplus lines insurer in the Commonwealth of Pennsylvania.

5. Upon information and belief, Chris Eldredge Containers (“CEC”) is a business entity registered with the Commonwealth of Pennsylvania and domiciled in Pennsylvania, with a registered address and principal place of business at 896 Fern Hill Road, West Chester, Pennsylvania, 19380.

NATURE OF THE ACTION

6. This is an action for declaratory judgment pursuant to Rule 57 of the Federal Rules of Civil Procedure and 28 U.S.C. § 2201. In this action, CFSIC seeks a determination of its rights and obligations under commercial general liability insurance issued by CFSIC to CEC.

7. CFSIC issued Policy No. BAK-52326-1 (7/18/19 – 7/18/20) (“CFSIC Policy”) to CEC. A true and correct copy of the Policy is attached hereto as Exhibit A.

8. The CFSIC Policy subject to certain terms, conditions, limitations, exclusions and/or endorsements as set forth in the Policy.

9. CEC is named as a defendant in an action captioned *Logan v. Weston, et al.*, April Term, 2021, No. 002328, pending in the Philadelphia County Court of Common Pleas (“Underlying Action”). A true and correct copy of the Amended Complaint in the Underlying Action is attached hereto as Exhibit B.

10. The Underlying Action alleges that underlying plaintiff Craig Logan (“Logan”) was the occupant of a service truck that was stopped on CEC’s premises when CEC employee Andrew Weston (“Weston”) backed up an Ottawa Terminal Tractor, causing significant impact with Logan’s vehicle. *See* Exhibit B.

11. CEC sought defense and indemnity from CFSIC for the Underlying Action at the time the original complaint was filed.

12. CFSIC disclaimed coverage to CEC at the time the original complaint was filed by correspondence dated June 9, 2021. A true and correct copy of the disclaimer letter is attached hereto as Exhibit C.

13. CEC again sought defense and indemnity from CFSIC for the Underlying Action at the time the Amended Complaint was filed.

14. CFSIC, through counsel, again disclaimed coverage to CEC for the Underlying Action pursuant to the Amended Complaint by correspondence dated October 7, 2021 from Kennedys CMK LLP. A true and correct copy of the second disclaimer letter is attached hereto as Exhibit D.

15. CFSIC, through counsel, transmitted a supplemental disclaimer to CEC in connection with the Underlying Action by correspondence dated March 14, 2022 from Kennedys CMK LLP. A true and correct copy of the third disclaimer letter is attached hereto as Exhibit E.

16. Upon information and belief, CEC disputes CFSIC's disclaimer in connection with the Underlying Action.

17. CFSIC seeks a declaration confirming that it has no obligation to defend and no obligation to indemnify CEC in connection with the Underlying Action based on certain provisions of and exclusions in the CFSIC Policy.

STATEMENT OF FACTS

18. The CFSIC Policy provides the following with respect to Liability Coverage:

SECTION I – COVERAGES COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of “bodily injury” or

“property damage” to which this insurance applies. We will have the right and duty to defend the insured against any “suit” seeking those damages. However, we will have no duty to defend the insured against any “suit” seeking damages for “bodily injury” or “property damage” to which this insurance does not apply. ...

Exhibit A.

19. The CFSIC Policy form contains an exclusion related to Aircraft, Auto Or Watercraft which provides, in pertinent part, as follows:

2. Exclusions

This insurance does not apply to:

* * *

g. Aircraft, Auto Or Watercraft

“Bodily injury” or “property damage” arising out of the ownership, maintenance, use or entrustment to others of any aircraft, “auto” or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and “loading or unloading”.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the “occurrence” which caused the “bodily injury” or “property damage” involved the ownership, maintenance, use or entrustment to others of any aircraft, “auto” or watercraft that is owned or operated by or rented or loaned to any insured.

....

Exhibit A.

20. The CFSIC Policy contains an Absolute Auto, Aircraft and Watercraft Exclusion Endorsement which deletes the entirety of the foregoing Auto, Aircraft and Watercraft exclusion and replaces it with the following:

A. SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, paragraph g. is deleted and replaced with the following:

g. Aircraft, Auto Or Watercraft

“Bodily injury” or “property damage” arising out of or resulting from the ownership, maintenance, use or entrustment to others of any aircraft, “auto” or watercraft. Use includes operation and “loading or unloading”.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the “occurrence” which caused the “bodily injury” or “property damage” involved the ownership, maintenance, use or entrustment to others of any aircraft, “auto” or watercraft.

Exhibit A.

21. The CFSIC Policy defines “auto” and “mobile equipment” as follows:

SECTION V – DEFINITIONS

* * *

2. “Auto” means:

- a.** A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- b.** Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, “auto” does not include “mobile equipment”.

* * *

12. “Mobile equipment” means any of the following types of land vehicles, including any attached machinery or equipment:

- a.** Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not “mobile equipment” but will be considered “autos”:

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, “mobile equipment” does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered “autos”.

Exhibit A.

22. The Underlying Action, captioned *Craig Logan v. Andrew Weston and Chris Eldredge Containers, LLC*, April Term, 2021, No. 002328, was initiated in the Philadelphia County Court of Common Pleas against CEC and its employee Weston. *See* Exhibit B.

23. The underlying amended complaint (“Amended Complaint”) alleges that Weston was operating an Ottawa Terminal Tractor on the premises of CEC. Exhibit B.

24. The Amended Complaint alleges:

On July 15, 2020, Plaintiff, Craig Logan, acting in the course and scope of his employment with Safety-Kleen Systems, Inc., (not a party to this action), was the occupant of a service truck that was stopped at the Defendants’ business facility when suddenly, and without warning Defendant, Andrew Weston, backed up the mobile utility vehicle causing a significant impact with Plaintiff’s vehicle, pushing it several feet.

Exhibit B, ¶ 5.

25. The Amended Complaint alleges Logan suffered “severe, permanent and disabling injuries” as a result of this accident. Exhibit B, ¶ 6.

26. Count I of the Amended Complaint asserts a cause of action against Weston in connection with injuries sustained by Logan as a result of the Ottawa Terminal Tractor’s collision with the vehicle occupied by Logan. Exhibit B, ¶¶ 8-9.

27. Count II of the Amended Complaint asserts a cause of action against CEC as vicariously liable for the actions of Weston. Exhibit B, ¶ 15.

28. Count II of the Amended Complaint alleges that CEC was negligent by, *inter alia*, permitting Weston to operate the Ottawa Terminal Tractor, failing to train and instruct Weston, and failing to control Weston's conduct. Exhibit B, ¶ 16.

29. The Amended Complaint seeks compensatory damages in excess of \$50,000 in connection with Logan's alleged injuries. *See* Exhibit B.

REQUEST FOR DECLARATORY RELIEF

Count I **(Absolute Auto Exclusion)**

30. CFSIC incorporates herein by reference the allegations set forth in paragraphs 1 through 29 inclusive, as if the same were fully set forth at length.

31. The CFSIC Policy potentially provides coverage for damages because of "bodily injury." *See* Exhibit A.

32. However, the CFSIC Policy also contains the Absolute Auto, Watercraft and Aircraft Exclusion ("Absolute Auto Exclusion"), which excludes coverage for:

"Bodily injury" or "property damage" arising out of or resulting from the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft.

Exhibit A.

33. The Absolute Auto Exclusion added to the CFSIC Policy replaces the Auto, Watercraft and Aircraft Exclusion found in the standard form policy.

34. The Absolute Auto Exclusion removes from the exclusionary language the requirement that the aircraft, “auto” or watercraft from which “bodily injury” arises out of or results from is “owned or operated by or rented or loaned to any insured.”

35. Instead, the Absolute Auto Exclusion applies simply to “bodily injury” that arises out of or results from the “ownership, maintenance, use or entrustment to others of *any* ‘auto.’”

Exhibit A.

36. Thus, the exclusion precludes coverage for damages because of “bodily injury” that arises out of or results from the use of any “auto,” regardless of whether the “auto” being used was owned, operated by, rented to or loaned to any insured.

37. The exclusion also applies to any claims alleging negligent supervision, training and/or monitoring of others by the insured in connection with “bodily injury” caused by the use of an “auto.”

38. The Amended Complaint in the Underlying Action alleges that Logan was in his service truck, an “auto” as defined in the CFSIC Policy, when he sustained injuries due to a collision with CEC’s Ottawa Terminal Tractor. *See* Exhibit B.

39. Logan’s alleged injuries arise out of or resulted from his use of his service truck.

40. Logan’s alleged injuries fall squarely within the Absolute Auto Exclusion.

41. As a result, the claims set forth in the Underlying Action against CEC fall within the Absolute Auto Exclusion of the CFSIC Policy, and CFSIC has no duty to defend CEC for such claims asserted in the Underlying Action.

42. Moreover, because CFSIC has no duty to defend CEC for the claims asserted in the Underlying Action, CFSIC has no duty to indemnify CEC for the claims asserted in the Underlying Action.

WHEREFORE, CFSIC seeks a judgment that it has no duty under the CFSIC Policy to defend and/or indemnify CEC in connection with the claims brought against it in the Underlying Action.

REQUEST FOR DECLARATORY RELIEF

43. CFSIC incorporates herein by reference the allegations set forth in paragraph 1 through 42 inclusive, as if the same were fully set forth at length.

44. An actual and justiciable controversy exists concerning the rights and obligations of the parties under the CFSIC Policy at issue with respect to the Underlying Action.

45. All parties have a claim or interest in the outcome of the declaratory relief sought by this action.

46. The damages and injuries alleged in the Underlying Action are excluded from coverage by the Absolute Auto Exclusion of the CFSIC Policy.

47. CFSIC is entitled to a declaration that it has no duty to defend CEC in connection with the claims asserted in the Underlying Action.

48. Moreover, CFSIC is entitled to a declaration that it is under no duty to indemnify CEC in connection with the Underlying Action.

WHEREFORE, Plaintiff, CFSIC, demands judgment as follows:

- a. A declaratory judgment that Crum and Forster Specialty Insurance Company has no obligation to defend Chris Eldredge Containers in connection with the Underlying Action under the CFSIC Policy;
- b. A declaratory judgment that Crum and Forster Specialty Insurance Company has no obligation to indemnify Chris Eldredge Containers in connection with the Underlying Action under the CFSIC Policy; and
- c. Such other further relief as this Court deems just and proper in this action.

Respectfully Submitted,

BY: s/ Elizabeth A. Sutton
Elizabeth A. Sutton, Esquire (PA205904)
Eileen Bradley, Esquire (PA326457)

KENNEDYS CMK, LLP
1600 Market Street
Suite 1410
Philadelphia, PA 19103
(267) 479-6700
(215) 665-8475 (fax)

Attorneys for Plaintiff,
Crum and Forster Specialty Insurance Company

Dated: March 23, 2022

RECEIPT #	AMOUNT	APPLYING IFP	JUDGE	MAG. JUDGE
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INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44**Authority For Civil Cover Sheet**

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
 United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
 Original Proceedings. (1) Cases which originate in the United States district courts.
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
 Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
 Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service.
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

DESIGNATION FORM

(to be used by counsel or pro se plaintiff to indicate the category of the case for the purpose of assignment to the appropriate calendar)

Address of Plaintiff: Crum & Forster Specialty Insurance Company
 Address of Defendant: Chris Eldredge Containers 896 Fern Hill Road, West Chester, PA 19380
 Place of Accident, Incident or Transaction: Pennsylvania

RELATED CASE, IF ANY:

Case Number: _____ Judge: _____ Date Terminated: _____

Civil cases are deemed related when **Yes** is answered to any of the following questions:

- | | | |
|--|------------------------------|--|
| 1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action of this court? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 4. Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights case filed by the same individual? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |

I certify that, to my knowledge, the within case ☐ is / ☒ is not related to any case now pending or within one year previously terminated action in this court except as noted above.

DATE: 03/23/2022 Elizabeth A. Sutton 205904
 Attorney-at-Law / Pro Se Plaintiff Attorney I.D. # (if applicable)

CIVIL: (Place a √ in one category only)

A. Federal Question Cases:

- ☐ 1. Indemnity Contract, Marine Contract, and All Other Contracts
☐ 2. FELA
☐ 3. Jones Act-Personal Injury
☐ 4. Antitrust
☐ 5. Patent
☐ 6. Labor-Management Relations
☐ 7. Civil Rights
☐ 8. Habeas Corpus
☐ 9. Securities Act(s) Cases
☐ 10. Social Security Review Cases
☐ 11. All other Federal Question Cases
 (Please specify): _____

B. Diversity Jurisdiction Cases:

- ☒ 1. Insurance Contract and Other Contracts
☐ 2. Airplane Personal Injury
☐ 3. Assault, Defamation
☐ 4. Marine Personal Injury
☐ 5. Motor Vehicle Personal Injury
☐ 6. Other Personal Injury (Please specify): _____
☐ 7. Products Liability
☐ 8. Products Liability – Asbestos
☐ 9. All other Diversity Cases
 (Please specify): _____

ARBITRATION CERTIFICATION

(The effect of this certification is to remove the case from eligibility for arbitration.)

I, Elizabeth A. Sutton, counsel of record or pro se plaintiff, do hereby certify:

- ☐ Pursuant to Local Civil Rule 53.2, § 3(c) (2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs:

☒ Relief other than monetary damages is sought.

DATE: 03/23/2022 Elizabeth A. Sutton 205904
 Attorney-at-Law / Pro Se Plaintiff Attorney I.D. # (if applicable)

NOTE: A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38.

Signature of Clerk or Deputy Clerk

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. _____

PROOF OF SERVICE*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* _____
 was received by me on *(date)* _____.

☐ I personally served the summons on the individual at *(place)* _____
 _____ on *(date)* _____; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* _____
 _____, a person of suitable age and discretion who resides there,
 on *(date)* _____, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* _____, who is
 designated by law to accept service of process on behalf of *(name of organization)* _____
 _____ on *(date)* _____; or

☐ I returned the summons unexecuted because _____; or

☐ Other *(specify)*:

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00.

I declare under penalty of perjury that this information is true.

Date:

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

EXHIBIT A

IL 09 10 07 02

PENNSYLVANIA NOTICE

An Insurance Company, its agents, employees, or service contractors acting on its behalf, may provide services to reduce the likelihood of injury, death or loss. These services may include any of the following or related services incident to the application for, issuance, renewal or continuation of, a policy of insurance:

1. Surveys;
2. Consultation or advice; or
3. Inspections.

The "Insurance Consultation Services Exemption Act" of Pennsylvania provides that the Insurance Company, its agents, employees or service contractors acting on its behalf, is not liable for damages from injury, death or loss occurring as a result of any act or omission by any person in the furnishing of or the failure to furnish these services.

The Act does not apply:

1. If the injury, death or loss occurred during the actual performance of the services and was caused by the negligence of the Insurance Company, its agents, employees or service contractors;
2. To consultation services required to be performed under a written service contract not related to a policy of insurance; or
3. If any acts or omissions of the Insurance Company, its agents, employees or service contractors are judicially determined to constitute a crime, actual malice, or gross negligence.

Instruction to Policy Writers

Attach the Pennsylvania Notice to all new and renewal certificates insuring risks located in Pennsylvania.

IL P 001 01 04

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.



COMMON POLICY DECLARATIONS

Crum and Forster Specialty Insurance Company
305 Madison Avenue
Morristown, NJ 07962

POLICY NUMBER

BAK-52326-1

RENEWAL OF:

1. NAMED INSURED AND MAILING ADDRESS:

Chris Eldredge Containers
 896 Fern Hill Road
 W Chester, PA-19380

PRODUCER:

Atlantic Specialty Lines of VA, LLC
 9020 Stony Point Pkwy, Suite 450
 RICHMOND, VA 23235

2. POLICY PERIOD: From 07-18-2019 to 07-18-2020 12:01 A.M. Standard Time at your Mailing Address above.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL OF THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

3. THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

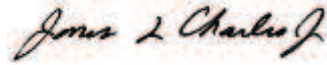
COVERAGE PARTS	PREMIUM
Commercial General Liability Coverage Part	\$ 10,631.00
Commercial Property Coverage Part	Not Covered
Commercial Inland Marine Coverage Part	Not Covered
Commercial Garage Coverage Part	Not Covered
Owners and Contractors Protective Liability Coverage Part	Not Covered
Coverage for Certified Acts of Terrorism Rejected; Exclusion attached. <input checked="" type="checkbox"/>	
State Taxes	\$ 318.93
Policy Fee	\$ 175.00
Stamping Fee	\$ 20.00
Inspection Fee	\$ 70.00
Premium shown is payable at inception.	Total Policy Premium: \$11,214.93

4. FORMS APPLICABLE TO ALL COVERAGES:

See Schedule of Forms and Endorsements – SB001

5. BUSINESS DESCRIPTION : Waste Transfer Station

Countersigned: 07-15-2019
 Date

By: 
 Jim Charles
 Authorized representative

The insurer which has issued this insurance is not licensed by the Pennsylvania Insurance Department and is subject to limited regulation. This insurance is NOT covered by the Pennsylvania Insurance Guaranty Association.

Crum & Forster Specialty Insurance Company
A Delaware Corporation
Home Office: Wilmington, DE

(A Capital Stock Company)

SIGNATURE



Marc J. Adee
Chairman and CEO

SIGNATURE



James Kraus
Secretary

POLICY NUMBER: BAK-52326-1

SCHEDULE OF FORMS AND ENDORSEMENTS

<u>NUMBER</u>	<u>ED DATE</u>	<u>TITLE</u>
ANY APPLICABLE STATE NOTICES AND DISCLOSURES		
IL0910	07/02	Pennsylvania Notice
ILP001	01/04	U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders
FORMS APPLICABLE - COMMON POLICY DECLARATIONS		
SB050	06/16	Common Policy Declarations
SB999	03/18	Signature Page
SB001	06/16	Forms List
IL0017	11/98	Common Policy Conditions
SB558	06/15	Minimum Premium
SB560	10/15	Service of Suit
<i>TERRORISM ENDORSEMENTS</i>		
SB073	06/15	Certified Acts Of Terrorism And Other Acts Of Terrorism Exclusion
FORMS APPLICABLE - GENERAL LIABILITY COVERAGE		
SB049	06/15	Commercial General Liability Coverage Part Declarations
SB071	06/15	Commercial General Liability Coverage Part Declarations Extension
CG0001	12/07	Commercial General Liability Coverage Form
SB024	06/15	Miscellaneous Exclusions Endorsement
SB022	06/15	Hazardous Materials Exclusion
IL0021	09/08	Nuclear Energy Liability Exclusion
CG2107	05/14	Exclusion - Access or Disclosure of Confidential or Personal Information and Data-Related Liability - Limited Bodily Injury Exception Not Included
CG2167	12/04	Fungi or Bacteria Exclusion
CG2147	12/07	Employment Related Practices Exclusion
CG2141	11/85	Exclusion Intercompany Products Suits
CG2010	07/04	Additional Insured Owners, Lessees or Contractors
CG2011	01/96	Additional Insured Managers or Lessors of Premises
CG2037	07/04	Additional Insured - Owners, Lessees or Contractors – Completed Operations
CG2426	07/04	Amendment of Insured Contract Definition
SB002	06/15	Liability Deductible
SB003	06/15	Total Liquor Liability Exclusion
SB015	06/15	Animal Liability Exclusion
SB051	05/18	Contractors Premium Audit Changes
SB052	06/15	Exclusion - Designated Work-Residential New Construction
SB053	06/15	Contractors Exclusion - Specific Counties of New York Excluded From Coverage Territory
SB056	06/15	Absolute Auto, Aircraft and Watercraft Exclusion
SB064	06/15	Limitation of Coverage to Business Description
SB082	08/18	Exclusion - Worker Injury
SB092	05/17	Exclusion - Continuous or Progressive Injury and Damage
ANY APPLICABLE STATE FORMS		
SB508	06/15	PA Changes

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and

- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT
CAREFULLY.**

MINIMUM POLICY PREMIUM

The following additional policy Conditions supercede any other policy conditions as regards the “minimum earned premium” for this policy:

Minimum Earned Premium

This policy is subject to a “minimum earned premium”. “Minimum earned premium” means the premium that is calculated as follows:

1. The total policy premium as shown in the policy Declarations, plus
2. Any premium adjustment by endorsements, plus
3. Any additional premium developed by audit.

Audits and Minimum Earned Premium

Audits will not reduce the “minimum earned premium”. The due date for audit premiums is the date shown as the due date on the bill.

Cancellation and Minimum Earned Premium

1. If you cancel this policy, the return premium will be 90% of the pro rata balance of any remaining unearned premium but no less than 25% of the “minimum earned premium”.
2. If we cancel the policy for any reason, other than for non-payment of premium, the “minimum earned premium” shall not apply. We will return to you the pro rata amount of the unearned premium.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT
CAREFULLY.**

SERVICE OF SUIT

Service of process may be made upon the Company to:

Vice President of Claims
Crum & Forster Specialty Insurance Company
305 Madison Avenue
Morristown, NJ 07962

Where required by statute, regulation or other regulatory directive, the Company appoints the Commissioner of Insurance, or other designee specified for that purpose, as its attorney for acceptance of service of all legal process in the state in any action or proceeding arising out of this insurance.

The Commissioner or other designee is requested to forward process to the Company as shown above, or if required in his/her particular state, to a designated resident agent for service of process.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CERTIFIED ACTS OF TERRORISM AND OTHER ACTS OF TERRORISM EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM AND PUNITIVE DAMAGES

"Any injury or damage" arising, directly or indirectly, out of:

- (1)** A "certified act of terrorism" or an "other act of terrorism", including any action taken in hindering or defending against an actual or expected incident of a "certified act of terrorism" or "other act of terrorism"; or
- (2)** Any act of terrorism:
 - (a)** that involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
 - (b)** that is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
 - (c)** in which pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials;regardless of any other cause or event that contributes concurrently or in any sequence to the injury or damage in **(1)** or **(2)** above; including
- (3)** Damages arising, directly or indirectly, out of **(1)** or **(2)** above that are awarded as punitive damages.

B. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is that is otherwise excluded under this Coverage Part.

C. The following definitions are added to the **DEFINITIONS** Section:

For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part.

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

- a.** The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

- b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals acting as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

"Other act of terrorism" means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not a "certified act of terrorism". Multiple incidents of an "other act of terrorism" which occur within a seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

This coverage part consists of this Declarations form, the Common Policy Conditions, the Commercial General Liability Coverage Form and the endorsements indicated as applicable. (See COMMON POLICY DECLARATIONS for items 1 and 2.)

POLICY NO. BAK-52326-1

NAMED INSURED: Chris Eldredge Containers

3. LIMITS OF INSURANCE

General Aggregate Limit (Other Than Products – Completed Operations)	\$2,000,000	
Products Completed Operations Aggregate Limit	\$2,000,000	
Personal & Advertising Injury Limit	\$1,000,000	
Each Occurrence Limit	\$1,000,000	
Damage To Premises Rented To You Limit	\$100,000	Any One Premises
Medical Expense Limit	\$5,000	Any One Person

RETROACTIVE DATE (CG 00 02 only) – Coverage A of this insurance does not apply to “bodily injury” or “Property damage” which occurs before Retroactive Date, if any, shown below.

Retroactive Date: **None** (Enter Date or “None” if no Retroactive Date Applies)

Location of All Premises You Own, Rent or Occupy (Same as Item 1 unless shown below):

LOCATION	ADDRESS
1	896 Fern Hill Road, W Chester, PA 19380

LOCATION #	CLASSIFICATION	CODE NO.	PREMIUM BASIS	EXPOSURE	RATE	ADVANCE PREMIUM
1	Metal Scrap Dealers	15406	Sales	320,000	2.74	\$877.00
Class Premium						\$877.00
1	Rental Stores - NOC	16722	Sales	580,000	3.30	\$1,914.00
Class Premium						\$1,914.00
4. FORMS / ENDORSEMENTS APPLICABLE:			TOTAL PREMIUM FOR THIS COVERAGE PART*			See SB071 for Total
SEE SCHEDULE OF FORMS AND ENDORSEMENTS – FORM SB001						

* Subject to minimum premium (MP).

5. FORM OF BUSINESS: Corporation

Audit Period: Annual unless otherwise stated:

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS EXTENSION

POLICY NO. BAK-52326-1

LOCATION OF PREMISES

Location of All Premises You Own, Rent, or Occupy:

1

896 Fern Hill Road, W Chester, PA 19380

PREMIUM

LOCATION #	CLASSIFICATION	CODE NO.	PREMIUM BASIS	EXPOSURE	RATE	ADVANCE PREMIUM
1	Garbage Works - separation for recycling, reduction or incineration	43946	Sales	2,000,000	3.42	\$6,840.00
Class Premium						\$6,840.00
1	Recycling Collection Centers - Other than not for profit	47146	Sales	0	3.42	\$0.00
Class Premium						\$0.00
1	Garbage, Ash or Refuse Collecting	95233	Payroll	0	22.65	\$0.00
Class Premium						\$0.00
Underlying GL LOB Premium						\$9,631.00

ADDITIONAL INSURED		
No.	Form Applicable	Premium
1	CG2010 - Owners, Lessee or Contractors Schedule	\$0.00
2	CG2037 - Additional Insured - Owners, Lessees or Contractors - Completed Operations	\$1,000.00
3	CG2011 - Manager or Lessors of Premises	\$0.00
Total Additional Insured Premium		\$1,000.00

All charges for Additional Insured coverages are considered fully earned.

Extension of Declarations - Total Advance Premium*: \$10,631.00

* Subject to minimum premium (MP).

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (2) The "bodily injury" or "property damage" occurs during the policy period; and
- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible; or
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 26 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

- (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or
- (b) the operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Distribution Of Material In Violation Of Statutes

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a.** We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1)** The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2)** Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B**.

- b.** This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1)** Advertising, broadcasting, publishing or telecasting;
- (2)** Designing or determining content of websites for others; or

- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **14.a.**, **b.** and **c.** of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Distribution Of Material In Violation Of Statutes

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

COVERAGE C MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;
- provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- b. This insurance applies to such liability assumed by the insured;
- c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the "suit"; and

- (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

- (a) Owned, occupied or used by,
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
 - c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
 - d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

- 1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
- 2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage **C**;
 - b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Damages under Coverage **B**.
- 3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
- 4. Subject to Paragraph 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
- 5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage **A**; and
 - b. Medical expenses under Coverage **C** because of all "bodily injury" and "property damage" arising out of any one "occurrence".
- 6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
- 7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against any insured, you must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability.

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured by attachment of an endorsement.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

- 1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
- 2. "Auto" means:
 - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
 - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.
5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

9. "Insured contract" means:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - b. A sidetrack agreement;
 - c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. An elevator maintenance agreement;
 - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

 - (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
 - (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
 - (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

11. "Loading or unloading" means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b. While it is in or on an aircraft, watercraft or "auto"; or
- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

- (a) Snow removal;
- (b) Road maintenance, but not construction or resurfacing; or
- (c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- f. The use of another's advertising idea in your "advertisement"; or
- g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

- (1) Products that are still in your physical possession; or
- (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

21. "Your product":

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

22. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and

(2) The providing of or failure to provide warnings or instructions.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT
CAREFULLY.**

MISCELLANEOUS EXCLUSIONS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- A. **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** and **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions** are amended and the following are added:

EXCLUSION - USL&H, JONES ACT OR OTHER MARITIME LAWS EXCLUSION

This insurance does not apply to “bodily injury”, “property damage” or “personal and advertising injury” arising directly or indirectly out of:

- (1) operations over navigable waters or offshore including but not limited to drilling and production platforms, pipelines, and vessels where coverage is provided by the U.S. Longshore & Harbor Workers Compensation Act (USL&H), Merchant Marine Act (“Jones Act”) or other maritime laws and any amendments to those laws;
- (2) actions including but not limited to subrogation involving U.S. Longshore & Harbor Workers Compensation Act (USL&H), Merchant Marine Act (“Jones Act”) or other maritime laws and any amendments to those laws; or
- (3) any obligation of the insured resulting from actions under the U.S. Longshore & Harbor Workers Compensation Act (USL&H), Merchant Marine Act (“Jones Act”) or other maritime laws and any amendments to those laws.

EXCLUSION - PROFESSIONAL SERVICES

This insurance does not apply to “bodily injury”, “property damage” or “personal and advertising injury” arising out of or resulting from the rendering or failure to render any “professional service” except by endorsement to this policy and then only to the extent of such endorsement.

“Professional service” means:

- (1) legal, accounting or advertising services;
- (2) preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications;
- (3) engineering services, including related supervisory or inspection services;
- (4) medical, surgical, dental, x-ray or nursing services, treatment, advice or instruction;
- (5) any health or therapeutic service, treatment, advice or instruction;
- (6) any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement, or personal grooming;
- (7) optometry or optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
- (8) body piercing or tattooing services including but not limited to the insertion of pigment, collagen or any other foreign substance into or under the skin;
- (9) services in the practice of pharmacy;

- (10) law enforcement or firefighting services; and
- (11) handling, embalming, disposal, burial, cremation or disinterment of dead bodies.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT
CAREFULLY.**

HAZARDOUS MATERIALS EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, f. and SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions, n. and m.** are replaced by the following:

This insurance does not apply to:

Hazardous Materials

- (1) "Bodily injury", "property damage" or "personal and advertising injury" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "hazardous materials" at any time.
- (2) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "hazardous materials"; or
 - (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "hazardous materials".
- (3) Any obligations to share damages with or indemnify another party whom must pay damages because of injury or damage relating to "hazardous materials".
- (4) Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with paragraphs (1), (2), or (3) above.

This exclusion applies whether or not such "hazardous material(s)" has any function in your business, operations, premises, site or location.

- B. **SECTION V – DEFINITIONS** is amended and the following added:

"Hazardous materials" means "pollutants", lead, asbestos, silica and materials containing them.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage":

- (1)** With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2)** Resulting from the "hazardous properties" of "nuclear material" and with respect to which **(a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(b)** the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

- (1)** The "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or **(b)** has been discharged or dispersed therefrom;
- (2)** The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
- (3)** The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a)** Any "nuclear reactor";
- (b)** Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION – ACCESS OR DISCLOSURE OF
CONFIDENTIAL OR PERSONAL INFORMATION AND
DATA-RELATED LIABILITY – LIMITED BODILY INJURY
EXCEPTION NOT INCLUDED**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Exclusion 2.p. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:**

2. Exclusions

This insurance does not apply to:

p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

- (1)** Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2)** The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph **(1)** or **(2)** above.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- B. The following is added to Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

COMMERCIAL GENERAL LIABILITY
CG 21 67 12 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FUNGI OR BACTERIA EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A.** The following exclusion is added to Paragraph 2.
Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:

2. Exclusions

This insurance does not apply to:

Fungi Or Bacteria

- a.** "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- b.** Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

- B.** The following exclusion is added to Paragraph 2.
Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

2. Exclusions

This insurance does not apply to:

Fungi Or Bacteria

- a.** "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury.
- b.** Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

- C.** The following definition is added to the **Definitions** Section:

"Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

COMMERCIAL GENERAL LIABILITY
CG 21 47 12 07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:

This insurance does not apply to:

"Bodily injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

B. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

This insurance does not apply to:

"Personal and advertising injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – INTERCOMPANY PRODUCTS SUITS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

This insurance does not apply to any claim for damages by any Named Insured against another Named Insured because of "bodily injury" or "property damage" arising out of "your products" and included within the "products-completed operations hazard."

POLICY NUMBER: BAK-52326-1

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
All persons or organizations as required by written contract with the insured	Various
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER:BAK-52326-1

COMMERCIAL GENERAL LIABILITY
CG 20 11 01 96

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

1. Designation of Premises (Part Leased to You): **896 Fern Hill Road, West Chester, PA 19380**
2. Name of Person or Organization (Additional Insured): **Billy Rae Guthrie**
828 Guthrie Road
W Chester, PA 19380
3. Additional Premium:**\$0.00**

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.

POLICY NUMBER: BAK-52326-1

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement, effected prior to the date your operations for that person or organization commenced, that such person or organization be added as an additional insured on your policy.	In respect to any location where the named insured is performing "your work".
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property

damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

COMMERCIAL GENERAL LIABILITY
CG 24 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF INSURED CONTRACT DEFINITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Paragraph **9.** of the **Definitions** Section is replaced by the following:

9. "Insured contract" means:

- a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b.** A sidetrack agreement;
- c.** Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e.** An elevator maintenance agreement;
- f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1)** That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2)** That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a)** Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b)** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3)** Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(2)** above and supervisory, inspection, architectural or engineering activities.

POLICY NUMBER: BAK-52326-1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**DEDUCTIBLE LIABILITY INSURANCE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART**SCHEDULE**

Coverage	Amount and Basis of Deductible	
	PER CLAIM	or PER OCCURRENCE
Bodily Injury Liability	\$	\$
OR		
Property Damage Liability	\$	\$
OR		
Bodily Injury Liability and/or Property Damage Liability Combined	\$ 500	\$

A. Our obligation under the Bodily Injury Liability and Property Damage Liability Coverages to pay damages on your behalf applies only to the amount of damages in excess of any deductible amounts stated in the Schedule above as applicable to such coverages.

B. You may select a deductible amount on either a per claim or a per "occurrence" basis. Your selected deductible applies to the coverage option and to the basis of the deductible indicated by the placement of the deductible amount in the Schedule above. The deductible amount stated in the Schedule above applies as follows:

1. PER CLAIM BASIS. If the deductible amount indicated in the Schedule above is on a per claim basis, that deductible applies as follows:

- a.** Under Bodily Injury Liability Coverage, to all damages sustained by any one person because of "bodily injury";
- b.** Under Property Damage Liability Coverage, to all damages sustained by any one person because of "property damage";
- c.** Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages sustained by any one person because of:
 - (1)** "Bodily injury";
 - (2)** "Property damage"; or
 - (3)** "Bodily injury" and "property damage" combined; or
- d.** Under Supplementary Payments-Coverage A and B, to all amounts we pay in the defense and investigation of any claim or "suit" to which this insurance applies

as the result of any one "occurrence".

If damages are claimed for care, loss of services or death resulting at any time from "bodily injury", a separate deductible amount will be applied to each person making a claim for such damages.

With respect to "property damage", person includes an organization.

2. PER OCCURRENCE BASIS. If the deductible amount indicated in the Schedule above is on a "per occurrence" basis, that deductible amount applies as follows:

- a.** Under Bodily Injury Liability Coverage, to all damages because of "bodily injury";

- b. Under Property Damage Liability Coverage, to all damages because of "property damage";
 - c. Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages because of:
 - (1) "Bodily injury";
 - (2) "Property damage"; or
 - (3) "Bodily injury" and "property damage" combined; or
 - d. Under Supplementary Payments-Coverage A and B, to all amounts we pay in the defense and investigation of any claim or "suit" to which this insurance applies
as the result of any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence".
- C.** The terms of this insurance, including those with respect to:
- 1. Our right and duty to defend the insured against any "suits" seeking those damages; and
 - 2. Your duties in the event of an "occurrence", claim, or "suit"
- apply irrespective of the application of the deductible amount.
- D.** We, at our sole election and option, may either:
- 1. Pay any part of or all of the deductible amount to effect settlement of any claim or suit, and upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us; or
 - 2. Simultaneously upon receipt of notice of any claim or at any time thereafter, request you pay or deposit with us all or any part of the deductible amount, to be held and applied by us as herein provided.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL LIQUOR LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, c. is deleted and replaced with the following:

This insurance does not apply to:

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1)** Causing or contributing to the intoxication of any person;
- (2)** The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3)** Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ANIMAL LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions and COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions are amended and the following added:

Liability for Animals

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of or resulting from any animal.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS PREMIUM AUDIT CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 5. Premium Audit**, subparagraph c. is deleted and replaced with the following:

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request. In addition:

- (1) You shall provide us upon our request copies of Certificates of Insurance that you shall require and have obtained from your subcontractors before any work is performed on your behalf. You shall maintain copies of these Certificates during and for up to 5 years after the term of such work.
- (2) The Certificate must evidence coverage and Limits of Insurance equal to or greater than the coverages and Limits of Insurance provided by this policy in force for the term of the work performed for you, unless other terms and limits are shown below:

Limits of Insurance:

Coverage equal to the coverages provided by this policy, and

General Aggregate Limit (other than Products/Completed Operations)	\$
Products/Completed Operations Aggregate Limit	\$
Each Occurrence Limit	\$

- (3) We will adjust the annual premium charged you and apply a rate equal to that of the appropriate contracting classification, determined from the description of operations reported on audit, applied per \$1,000 of the “total cost” of all work you subcontract as the basis for the additional premium for any subcontractor:

- (a) whose Certificate of Insurance shows Limits of Insurance or coverage less than that required by us; or
- (b) for whom you do not have a Certificate.

- (4) Any premium charged shall be paid to us by the first Named Insured within 30 days of the date of invoice.

C. **SECTION V – DEFINITIONS** is amended and the following added:

“Total cost” means the combined cost of:

- a. all labor; plus
- b. materials and equipment furnished, used or delivered for use in the execution of the work performed; and
- c. overhead and profit including fees and commissions.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION - DESIGNATED WORK - RESIDENTIAL
NEW CONSTRUCTION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**

SECTION 1 – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions is amended and the following added:

Residential New Construction Work

This insurance does not apply to “bodily injury” or “property damage” included in the “products-completed operations hazard” and arising out of or resulting from “your work” performed on new single or multiple family housing, apartment, townhouse or condominium projects.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS EXCLUSION – SPECIFIC COUNTIES OF NEW YORK EXCLUDED FROM COVERAGE TERRITORY

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**

SECTION V – DEFINITIONS, 4. of the **COMMERCIAL GENERAL LIABILITY COVERAGE PART**, and **SECTION V – DEFINITIONS, 3.** of the **PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART** are deleted and replaced with the following:

“Coverage territory” means:

- a.** The United States of America (including its territories and possessions), however, “coverage territory” does not include Bronx County, Kings County, Nassau County, New York County, Queens County, Richmond County, Suffolk County and Westchester County in the State of New York; Puerto Rico and Canada;
- b.** International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above; or
- c.** All other parts of the world if the injury or damage arises out of:
 - (1)** Goods or products made or sold by you in the territory described in **a.** above;
 - (2)** The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or
 - (3)** "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in **a.** above or in a settlement we agree to.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ABSOLUTE AUTO, AIRCRAFT AND WATERCRAFT EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, paragraph **g.** is deleted and replaced with the following:

g. Aircraft, Auto Or Watercraft

“Bodily injury” or “property damage” arising out of or resulting from the ownership, maintenance, use or entrustment to others of any aircraft, “auto” or watercraft. Use includes operation and “loading or unloading”.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the “occurrence” which caused the “bodily injury” or “property damage” involved the ownership, maintenance, use or entrustment to others of any aircraft, “auto” or watercraft.

B. The following is deleted under SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance, paragraph **b. Excess Insurance**:

If the loss arises out of the maintenance or use of aircraft, “autos” or watercraft to the extent not subject to Exclusion **g.** of Section **I – Coverage A – Bodily Injury and Property Damage Liability**.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

POLICY NUMBER :BAK-52326-1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LIMITATION OF COVERAGE
TO
BUSINESS DESCRIPTION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

BUSINESS DESCRIPTION: Waste Transfer Station

A. **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 1. Insuring Agreement, b.** is amended and the following added:

(4) The “bodily injury” or “property damage” is caused by or results from the business described in the Schedule.

B. **SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, 1. Insuring Agreement, b.** is amended and the following added:

This insurance applies to "personal and advertising injury" caused by an offense in the course of the business described in the Schedule.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION –WORKER INJURY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions is amended as follows:

1. Exclusion **e. Employers Liability** is deleted in its entirety.
2. The following additional exclusion applies:

This insurance does not apply to:

- a. "Bodily injury" to any "employee" or "temporary worker" of any insured arising out of or in the course of:
 - (1) Employment by any insured; or
 - (2) Performing duties related to the conduct of any insured's business; or
- b. "Bodily injury" to a fellow "employee" or "temporary worker" of any insured arising out of and in the course of such employment when the insured is an "executive officer" of such employer; or
- c. "Bodily injury" to:
 - (1) Any contractor, subcontractor, independent contractor, or any other person; or
 - (2) Any "employee", "temporary worker" or "volunteer worker", or any day laborer, or other person hired, engaged or retained in return for compensation or remuneration of any kind, working for, such contractor, subcontractor, independent contractor or any other person, arising out of or in the course of performing work or rendering services of any kind or nature whatsoever:
 - a) For or on behalf of any insured; or
 - b) For which the insured may become liable in any capacity; or
- d. Any obligation to contribute to, share damages with, repay or indemnify someone else who must pay damages because of such "bodily injury"; or
- e. "Bodily injury" sustained by the spouse, registered domestic partner, child, parent, brother, sister or other family member of:
 - (1) Any "employee" or "temporary worker" of any insured;
 - (2) Any contractor, subcontractor, independent contractor or any other person working for or on behalf of any insured; or

- (3)** Any “employee” or “temporary worker” of any such contractor, subcontractor, independent contractor, or other person as a consequence of any “bodily injury” as set forth in paragraphs **a.**, **b.** or **c.** of this endorsement

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to all claims and “suits” by any person or organization for damages because of such “bodily injury,” including damages for care and loss of services and any claim under which any insured may be held liable under any Workers Compensation law.

B. SECTION V – DEFINITIONS, 19. “Temporary Worker” is deleted and replaced with the following:

“Temporary worker” means any person who is:

- a.** Furnished to you to substitute for a permanent “employee”;
- b.** A short-term worker; or
- c.** Not an “employee” or “volunteer worker”.

As used herein, the definition of “employee” includes a “leased worker,” “temporary worker,” and “volunteer worker”.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – CONTINUOUS OR PROGRESSIVE INJURY AND DAMAGE

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE COVERAGE PART**

It is agreed under **Section I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 1. Insuring Agreement**, Paragraph **b (3), c and d** are deleted in their entirety and the following exclusion is added to **Section I, 2. Exclusions** of this policy.

This insurance does not apply to:

1. Any damages arising out of or related to "bodily injury" or "property damage" whether such "bodily injury" or "property damage" is known or unknown,
 - (a) which first occurred in whole or in part prior to the inception date of this policy (or the retroactive date of this policy, if any; whichever is earlier); or
 - (b) which are, or are alleged to be, in the process of occurring as of the inception date of the policy (or the retroactive date of this policy, if any; whichever is earlier) even if the "bodily injury," or "property damage" continues during this policy period; or
 - (c) which were caused, or are alleged to have been caused, by the same condition(s) or defective construction which first existed prior to the inception date of this policy.
2. Any damages arising out of or related to "bodily injury" or "property damage" whether known or unknown, which are in the process of adjustment, settlement, or "suit" as of the inception date of this policy (or the retroactive date of this policy, if any; whichever is earlier).

We shall have no duty to defend any insured against any loss, claim, "suit," or other proceeding alleging damages arising out of or related to "bodily injury" or "property damage" to which this endorsement applies.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT
CAREFULLY.**

**PENNSYLVANIA CHANGES –
CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

OUTPUT POLICY COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EXCESS LIABILITY POLICY
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

A. The Cancellation Common Policy Condition is replaced by the following:

CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by writing or giving notice of cancellation.

2. Cancellation Of Policies In Effect For Less Than 60 Days

We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least 30 days before the effective date of cancellation.

3. Cancellation Of Policies In Effect For 60 Days Or More

If this policy has been in effect for 60 days or more or if this policy is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

- a.** You have made a material misrepresentation which affects the insurability of the risk. Notice of cancellation will be mailed or delivered at least 15 days before the effective date of cancellation.
- b.** You have failed to pay a premium when due, whether the premium is payable directly to us or our agents or indirectly under a premium finance plan or extension of credit. Notice of cancellation will be mailed at least 15 days before the effective date of cancellation.
- c.** A condition, factor or loss experience material to insurability has changed substantially or a substantial condition, factor or loss experience material to insurability has become known during the policy period. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.
- d.** Loss of reinsurance or a substantial decrease in reinsurance has occurred, which loss or decrease, at the time of cancellation, shall be certified to the Insurance Commissioner as directly affecting in-force policies. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.
- e.** Material failure to comply with policy terms, conditions or contractual duties. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.

- f. Other reasons that the Insurance Commissioner may approve. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.

This policy may also be cancelled from inception upon discovery that the policy was obtained through fraudulent statements, omissions or concealment of facts material to the acceptance of the risk or to the hazard assumed by us.

- 4. We will mail or deliver our notice to the first Named Insured's last mailing address known to us. Notice of cancellation will state the specific reasons for cancellation.
- 5. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- 6. If notice is mailed, it will be by registered or first class mail. Proof of mailing will be sufficient proof of notice.

B. The following are added and supersede any provisions to the contrary:

1. Nonrenewal

If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal, stating the specific reasons for nonrenewal, to the first Named Insured at least 60 days before the expiration date of the policy.

2. Increase Of Premium

If we increase your renewal premium, we will mail or deliver to the first Named Insured written notice of our intent to increase the premium at least 30 days before the effective date of the premium increase.

Any notice of nonrenewal or renewal premium increase will be mailed or delivered to the first Named Insured's last known address. If notice is mailed, it will be by registered or first class mail. Proof of mailing will be sufficient proof of notice.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

Policy Change Number

1

POLICY NUMBER BAK-52326-1	POLICY CHANGES EFFECTIVE 07/18/2019	COMPANY Crum & Forster Specialty Insurance Company
NAMED INSURED Chris Eldredge Containers		AUTHORIZED REPRESENTATIVE Jim Charles

COVERAGE PARTS AFFECTED**CHANGES**

IT IS HEREBY AGREED AND UNDERSTOOD THAT THE FOLLOWING CHANGES HAVE BEEN MADE TO THE ABOVE REFERENCED POLICY:

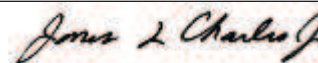
Edited Insured Details through this Endorsement Quote:

Named Insured	Address	Type of Business	Business Description
Chris Eldredge Containers	896 Fern Hill Road, W Chester PA 19380	Corporation	Waste Transfer Station and waste container services

Difference - Not Subject to Pro-Rata Factor	Difference - Subject to Pro-Rata Factor	Prorate factor	Endorsement Premium
\$0.00	\$0.00	1.000	\$0.00

Taxes & Fees	Fees/Tax Name	Taxes and Fees for this Endorsement
State Tax		\$0.00
Policy Fee		\$0.00
Stamping Fee		\$0.00
Other Fees/Taxes	Inspection Fee	\$0.00
Other Fees/Taxes		\$0.00
Other Fees/Taxes		\$0.00
Other Fees/Taxes		\$0.00
Total Premium plus taxes and fees		\$0.00

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME



 Authorized Representative
Signature

EXHIBIT B

ZIBELMAN LEGAL ASSOCIATES
BY: ALAN R. ZIBELMAN, ESQUIRE
ATTY. I.D. NO.: 66993
Two Penn Center, Suite 1030
Philadelphia, PA 19102
(215) 569-0600



CRAIG LOGAN
1229 Elbridge Street
Philadelphia, PA 19111,
Plaintiff,

vs.
ANDREW WESTON
869 Fern Hill Road
West Chester, PA 19380
&
CHRIS ELDREDGE CONTAINERS,
LLC.
869 Fern Hill Road
West Chester, PA 19380,
Defendants.

COURT OF COMMON PLEAS

PHILADELPHIA COUNTY

Case No.: 210402328

CIVIL ACTION AMENDED COMPLAINT

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

PHILADELPHIA BAR ASSOCIATION
LAWYER REFERRAL and INFORMATION SERVICE
One Reading Center
Philadelphia, Pennsylvania 19107
(215) 238-6333
TTY: (215) 451-6197

ADVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las páginas siguientes, usted tiene veinte (20) días, de plazo al partir de la fecha de la demanda y la notificación. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomará medidas y puede continuar la demanda en contra suya sin previo aviso o notificación. Además, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELÉFONO A LA OFICINA CUYA DIRECCIÓN SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL:

ASOCIACION DE LICENCIADOS DE FILADELFIA
SERVICIO DE REFERENCIA E INFORMACION LEGAL
One Reading Center
Filadelfia, Pennsylvania 19107
Teléfono: (215) 238-6333
TTY: (215) 451-61

COMPLAINT IN PERSONAL INJURY
MOTOR VEHICLE ACCIDENT - CODE NO. 2V

1. Plaintiff, Craig Logan, is a citizen and resident of the Commonwealth of Pennsylvania, who resides at the above address.

2. Defendant, Andrew Weston, upon information and belief, is a citizen and resident of the Commonwealth of Pennsylvania, who at all times material was acting in the course and scope of his employment operating an Ottawa Terminal Tractor also commonly classified as "mobile utility vehicle," "special mobile equipment" or "tractor" as defined in 75 Pa. C.S. § 102, et. seq. on the premises of his employer, Defendant Chris Eldredge Containers, LLC, at the above address.

3. Defendant, Chris Eldredge Containers, LLC is a corporation organized and existing in the State of Pennsylvania, and which at all times material hereto was acting individually and/or by and through Defendant, Andrew Weston, acting as its agent, servant, workman, employee, and/or with its express, implied and/or apparent permission, authorization and/or consent.

4. The aforementioned Ottawa Terminal Tractor is also commonly referred to as an "off-road mobile utility vehicle", "spotter", "terminal tractor", "switcher", "hostler", "yard jockey", "utility tractor rig (UTR)", or "mule".

5. On July 15, 2020, Plaintiff, Craig Logan, acting in the course and scope of his employment with Safety-Kleen Systems, Inc., (not a party to this action), was the occupant of a service truck that was stopped at the Defendants' business facility when suddenly, and without warning Defendant, Andrew Weston, backed up the mobile utility vehicle causing a significant impact with Plaintiff's vehicle, pushing it several feet.

6. As a result of this accident, Plaintiff suffered severe, permanent and disabling injuries as set forth below herein.

COUNT I
CRAIG LOGAN V. DEFENDANT, ANDREW WESTON

7. Plaintiff incorporates herein paragraphs 1 through 6 inclusive, as if fully set forth below at length.

8. The negligence and carelessness of Defendant, Andrew Weston, consisted of the following:

- a. Operating said mobile utility vehicle and/or tractor in a negligent and careless manner without regard for rights or safety of Plaintiff, or others;
- b. Failing to have said mobile utility vehicle and/or tractor under proper and adequate control;
- c. Failing to operate the mobile utility vehicle and/or tractor with concern for safety of others;
- d. Operating said mobile utility vehicle and/or tractor at a dangerous and excessive rate of speed under the circumstances;
- e. Being inattentive to Defendant's duties as an operator of the mobile utility vehicle and/or tractor and not using all mirrors and equipment so as to observe Plaintiff's vehicle before impact.
- f. Failing to perceive the highly apparent danger to others which the actions and/or inactions posed;
- g. Failing to give Plaintiff meaningful warning signs concerning the impending collision; and
- h. Failing to operate said tractor in compliance with the applicable laws and

ordinances of the Statutes of the Commonwealth of Pennsylvania, pertaining to the operations and control of the tractor.

9. As a direct result of the negligent and careless conduct of Defendant Andrew Weston, Plaintiff suffered various serious and permanent personal injuries, serious impairment of bodily function, and/or permanent serious disfigurement, including, but not limited to his neck, shoulder, left knee, upper and lower back and other ills and injuries all to his great loss and detriment.

10. As a direct result of the Plaintiff's injuries, he has and will continue to be unable to engage in usual and daily activities and enjoyment of life's pleasure which will continue into the foreseeable future.

11. As a result of these injuries, Plaintiff has in the past, is presently, and may in the future, suffer great pain, anguish, sickness, and agony and will continue to suffer for an indefinite time into the future, all of which are permanent in nature.

12. As a further result of the injuries sustained by the Plaintiff, he has, is presently, and may in the future undergo a great loss of earnings and/or earning capacity, all to his further loss and detriment.

13. Furthermore, in addition to all the injuries and losses suffered by Plaintiff, he has incurred or will incur medical, rehabilitative and other related expenses for which he is obligated to protect subrogation rights and/or has been assigned subrogation rights or his employers workers compensation carrier and/or private health insurance subrogation which he must protect and recover in this action.

WHEREFORE, Plaintiff, Craig Logan, demands judgment in his favor and against Defendant Andrew Weston, in an amount in excess of Fifty Thousand (\$50,000.00)

Dollars, plus all reasonable attorney's fees and costs, and any other relief the court may deem necessary.

COUNT II
CRAIG LOGAN V. CHRIS ELDREDGE CONTAINERS, LLC

14. Plaintiff incorporates herein paragraphs 1 through 13 inclusive, as if fully set forth below at length.

15. Defendant, Chris Eldredge Containers, LLC is vicariously liable for the actions of its agent and employee acting within the scope of his employment or agency.

16. The negligence and carelessness of Defendant, Chris Eldredge Containers, LLC, individually, and/or by and through Defendant driver, Andrew Weston, further consisted of the following:

- a. Permitting an incompetent driver to operate said mobile utility vehicle and/or tractor;
- b. Failing to determine whether the Defendant driver possessed the necessary skills and/or possessed the necessary mental or physical ability to exercise such driving skills;
- c. Failing to train and instruct Defendant driver in the proper method of operating the mobile utility vehicle and/or tractor and/or the proper procedures for operating said mobile utility vehicle and/or tractor;
- d. Failing to determine the competency of Defendant driver to operate the mobile utility vehicle and/or tractor in question; and
- e. Failing as Defendant driver's authority, to control Defendant driver's conduct in regard to the manner in which Defendant driver was operating the mobile utility vehicle and/or tractor, at the aforesaid time and place as

herein before described.

17. As a direct result of the negligent and careless conduct of the Defendant, Chris Eldredge Containers, LLC, Plaintiff, suffered various serious and permanent personal injuries, serious impairment of bodily function, and/or permanent serious disfigurement, and disability.

18. As a direct result of the Plaintiff's injuries, he has and will continue to be unable to engage in usual and daily activities and enjoyment of life's pleasure which will continue into the foreseeable future.


19. As a result of these injuries, Plaintiff has in the past, is presently, and may in the future, suffer great pain, anguish, sickness, and agony and will continue to suffer for an indefinite time into the future, all of which are permanent in nature.

20. As a further result of the injuries sustained by the Plaintiff, he has, is presently, and may in the future undergo a great loss of earnings and/or earning capacity, all to her further loss and detriment.

21. Furthermore, in addition to all the injuries and losses suffered by Plaintiff, he has incurred or will incur medical, rehabilitative and other related expenses for which he is obligated to protect subrogation rights and/or has been assigned subrogation rights or his employers workers compensation carrier and/or private health insurance subrogation which he must protect and recover in this action.

WHEREFORE, Plaintiff, Craig Logan, demands judgment in his favor and against Defendant Chris Eldredge Containers, LLC in an amount in excess of Fifty Thousand (\$50,000.00) Dollars, plus all reasonable attorney's fees and costs, and any other relief the court may deem necessary.

ZIBELMAN LEGAL ASSOCIATES, P.C.

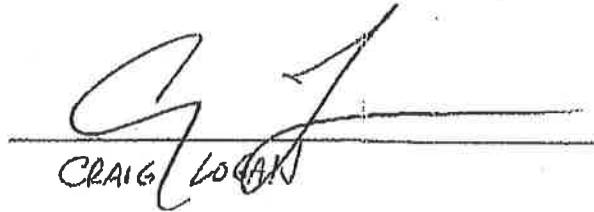
A handwritten signature in black ink, appearing to read "Alan Zibelman", written over a horizontal line.

BY:

ALAN R. ZIBELMAN, ESQUIRE

VERIFICATION

The averments and allegations of fact made in the foregoing ^{Amended} Civil Action Complaint are true and correct to the best of my information and belief. I understand that false statements therein are made subject to the penalties of 18 Pa.C.S. 4904, relating to unsworn falsification to authorities.


CRAIG LOGAN

Dated: 9-15-21

ZIBELMAN LEGAL ASSOCIATES

BY: ALAN R. ZIBELMAN, ESQUIRE
ATTY. I.D. NO.: 66993
Two Penn Center, Suite 1030
Philadelphia, PA 19102
(215) 569-0600

Attorney for Plaintiff

CRAIG LOGAN

1229 Elbridge Street
Philadelphia, PA 19111,
Plaintiff,

vs.

ANDREW WESTON

869 Fern Hill Road
West Chester, PA 19380

&

**CHRIS ELDREDGE CONTAINERS,
LLC.**

869 Fern Hill Road
West Chester, PA 19380,
Defendants.

COURT OF COMMON PLEAS

PHILADELPHIA COUNTY

Case No.: 210402328

CERTIFICATE OF SERVICE

Alan R. Zibelman, Esquire, does hereby certify that service of the within Plaintiff's Amended Complaint, Verification and this Certificate of Service was accomplished by this Court's Electronic Filing System on this 17th day of September, 2021, upon:

Nicholas D. Bowers, Esq.
Marshall Dennehey Warner
2000 Market Street
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ZIBELMAN LEGAL ASSOCIATES, P.C.

BY:



ALAN R. ZIBELMAN, ESQUIRE

Case ID: 210402328

EXHIBIT C



CRUM & FORSTER®
A FAIRFAX COMPANY

Samantha Turner

Senior Specialist, Claims

t 248.213.5198

e Samantha.turner@cfins.com

Crum & Forster

26600 Telegraph Road, Southfield, MI 48033

June 09, 2021

Chris Eldredge Containers

Attentions: Chris Eldredge

896 Fern Hill Road

West Chester, PA 19380

Via e-mail;cmeldrege@comcast.net

Re:	Policy:	BAK-52326-1
	Effective Dates:	07/18/2019-07/18/2020
	Insurer:	Crum and Forster Specialty Insurance Company
	Insured:	Chris Eldredge Containers
	Date of Loss:	07/15/2020
	Claim No.:	QDC00712324
	Petition Caption:	Craig Logan vs. John Doe and Chris Eldridge Containers, LLC

DISCLAIMER OF COVERAGE

Dear Mr. Eldridge:

Please be advised that U.S. Fire Insurance Company is the authorized claims administrator for the Crum & Forster Specialty Insurance Company ("Crum & Forster") policy referenced above. This file was recently re-assigned to me for further handling on behalf of Crum & Forster. Crum & Forster is in receipt of a Petition which we received June 1, 2021, captioned *Craig Logan vs. John Doe and Chris Eldredge Containers, LLC*, putting Crum & Forster on notice of a loss, under the above-captioned policy issued to Chris Eldredge Containers ("Chris Eldredge").

FACTS

The Petition was filed in the Philadelphia Court of Common Pleas on May 11, 2021. The Petition asserts that on or about July 15, 2020, Plaintiff Craig Logan, was acting in the course and scope of his employment with Safety-Kleen Systems, Inc., and was the occupant of a service truck that was stopped at the defendant's business facility. While parked, it is alleged that Defendant John Doe suddenly, and without warning, backed a tractor trailer into Plaintiff's vehicle causing significant impact. As a result of



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this incident, the Plaintiff sustained severe, permanent and disabling injuries. The Petition asserts a count of negligence against both Defendants.

Please be aware we are merely summarizing the above allegations for clarity purposes only and do not mean to imply or suggest that any such allegations are true, however we must base our coverage determination on the facts as they are alleged in the Petition.

Although we value Chris Eldredge as an insured, this letter is to inform you that based on our review of the Petition, our investigation and review of the policy issued to Chris Eldredge, by Crum & Forster, there is **no coverage** under any Crum & Forster policy for this loss, and Crum & Forster will not indemnify nor defend you for the loss, as explained more fully below.

POLICY

Crum & Forster Specialty Insurance Company ("Crum & Forster") insures Chris Eldredge Containers, under general liability policy BAK-52326-1 with a policy period of July 18, 2019 through July 18, 2020.

The policy carries a general liability limit of \$1,000,000 per occurrence and \$2,000,000 general aggregate (other than products-completed operations).

Please reference the relevant language of the following *Commercial General Liability Coverage Form*, CG 00 01 12/07, included in the Crum & Forster policy, which provides, in relevant part:

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

1. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:
 - a. This insurance applies to "bodily injury" and "property damage" only if:
 - (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
 - (2) The "bodily injury" or "property damage" occurs during the policy period;



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* * *

The definitions section of Coverage Form CG 00 01 12/07 reads, in pertinent part:

SECTION V- DEFINITIONS:

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

17. "Property damage" means:

- a.** Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it.
- b.** Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

* * *

Please refer to form SB056-0615, which reads in pertinent part as follows:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ABSOLUTE AUTO, AIRCRAFT AND WATERCRAFT EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY

DAMAGE LIABILITY, 2. Exclusions, paragraph **g.** is deleted and replaced with the following:

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of or resulting from the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the



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ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft.

B. The following is deleted under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**,

4. Other Insurance, paragraph b. Excess Insurance:

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury and Property Damage Liability.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

CONCLUSION

Crum and Forster denies any duty to defend or indemnify Chris Eldredge or any insured based on the above cited exclusion. Based on our review of the Petition, investigation to date and review of the applicable Crum & Forster policy, it has been established there is **no coverage** for this loss as the damage to the vehicles and Plaintiff's injuries arose out of an "auto" accident. Furthermore, the alleged negligence and/or fault on Chris Eldredge resulted from the use of an "auto", i.e., the trailer that was being pushed by the vehicle driven by the insured, which was owned or operated by Chris Eldredge or a permissive driver. As cited above, since the damages claimed arise from the ownership, maintenance, use or entrustment to others of an auto and the loss is therefore precluded from coverage under the *Absolute Auto, Aircraft and Watercraft Exclusion* cited above.

Our coverage position is based upon our investigation to date. Nothing in this letter is to be construed as a waiver by Crum & Forster of any policy terms, conditions, exclusions or limitations not expressed in this letter. Nor is this letter to be construed as a waiver, relinquishment or other limitation of our rights. If you have any other information you believe impacts our coverage determination, please provide it to the undersigned immediately for our consideration. Since your auto carrier, Geico, is on notice, we assume they will be responding to this suit on your behalf.

We reserve the right to review any lawsuits, additional lawsuits or amendments to the claim being made and to make a separate determination as to whether either a defense or indemnity may be provided. Our decision on coverage is based only on the facts as presented to date and should not be construed as applicable to a lawsuit or amendment to this claim. Our right to receive notice of any lawsuit, amended lawsuit or amended claim is reserved, as are the notice conditions of the policy; therefore please forward any suit to us for a further review of the coverage position taken above.

Crum & Forster specifically reserves the right to amend its coverage position, either reserving additional



rights or declining coverage, both under any of the terms, conditions, exclusions, and other provisions in this letter and any terms, conditions, exclusions, or other provisions that are not discussed in this letter. The position set forth in this letter may not be exhaustive. Other reasons for non-coverage may come to light in the future. Crum & Forster reserves the right to rely upon other terms or conditions of its Policy that are appropriate to deny coverage or reserve rights in light of any additional information developed. Accordingly, none of the acts of Crum & Forster's agents, attorneys or employees are to be construed by you as a waiver or estoppel against Crum & Forster. Further, no conduct of Crum & Forster is to be construed as a waiver or surrender of the Policy limitations, exclusions, conditions or agreements, all of which are specifically reserved.

To the extent that you have any other information or documents that you believe may be relevant to Crum & Forster's understanding and complete knowledge of this matter, please send it to us as soon as reasonably possible.

Should you have any questions please feel free to contact the undersigned.

Sincerely,

Samantha Turner
Senior Specialist, Liability Claims

cc:

Arthur Hall Insurance (via email: jkoegel@arthurhall.com)

EXHIBIT D

Kennedys

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kennedyslaw.com

t +1 908 848 1220
Kristin.Gallagher@kennedyslaw.com

October 7, 2021

Via Electronic Mail and Certified Mail - RRR

Chris Eldredge Containers
Attn: Chris Eldredge
896 Fern Hill Road
West Chester, PA 19380
cmeldrege@comcast.net

**Re: Craig Logan v. Andrew Weston, et al.
Pennsylvania Court of Common Pleas of Philadelphia County
Case No. 210402328
Claim No.: QDC00712324
Named Insured: Chris Eldredge Containers
Policy No.: BAK-52326-1
Our File No.: USC025.1052617**

Dear Mr. Eldredge:

Please be advised that we represent Crum & Forster Specialty Insurance Company (“CFSIC”) in connection with the above captioned matter. CFSIC is in receipt of an Amended Complaint filed in an action captioned *Craig Logan v. Andrew Weston, et al.*, in the Pennsylvania Court of Common Pleas of Philadelphia County under Case No. 210402328 (the “Lawsuit”) and email correspondences regarding CFSIC’s coverage position letter dated June 9, 2021. This letter supplements and supersedes any and all prior correspondences you received from or on behalf of CFSIC regarding this claim.

The purpose of this letter is to inform you that CFSIC respectfully maintains its disclaimer of any obligation to defend or indemnify Chris Eldredge Containers in connection with the Lawsuit for reasons set forth in detail below.

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Kennedys offices, associations and cooperations: Argentina, Australia, Belgium, Bermuda, Brazil, Canada, Chile, China, Colombia, Denmark, Dominican Republic, England and Wales, France, Guatemala, Hong Kong, India, Ireland, Israel, Italy, Mexico, New Zealand, Northern Ireland, Norway, Oman, Pakistan, Panama, Peru, Poland, Portugal, Puerto Rico, Russian Federation, Scotland, Singapore, Spain, Sweden, Thailand, United Arab Emirates, United States of America.

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FACTUAL BACKGROUND¹

Plaintiff, Craig Logan (“Logan”), filed a Complaint against a John Doe and Chris Eldredge Containers, LLC² on April 26, 2021. The Complaint contains the heading “Complaint in Personal Injury Motor Vehicle Accident – Code No. 2V”. Logan alleges that on July 15, 2020, he “was the occupant of a service truck that was stopped at the defendant’s business facility when... John Doe backed up a tractor trailer causing a significant impact with plaintiff’s vehicle”. Logan alleges that John Doe was an agent, servant, workmen, employee, ostensible agent, or the like of Chris Eldredge Containers, LLC and Chris Eldredge Containers. Logan alleges that he suffered bodily injuries as a result of this accident. Logan alleges one count against John Doe and one count against Chris Eldredge Containers, LLC seeking damages in excess of \$50,000, plus attorneys’ fees and costs.

On September 17, 2021, Logan filed an Amended Complaint against Andrew Weston and Chris Eldredge Containers, LLC. The Amended Complaint also contains the heading “Complaint in Personal Injury Motor Vehicle Accident – Code No. 2v”. Logan alleges that Chris Eldredge Containers, LLC is a corporation organized and existing in the Commonwealth of Pennsylvania. Logan alleges that Andrew Weston was acting in the course and scope of his employment with Chris Eldredge Containers, LLC at its premises located at 869 Fern Hill Road, West Chester PA 19380, when he was operating an Ottawa Termina Tractor, “also commonly classified as ‘mobile utility vehicle,’ ‘special mobile equipment’ or ‘tractor’ as defined in 75 Pa. C.S. § 102, et. Seq.” on July 15, 2020. Logan further alleges that the Ottawa Termina Tractor is also referred to as an “off-road mobile utility vehicle”, “spotter”, “terminal tractor”, “switcher”, “hostler”, “yard jockey”, “utility tractor rig (UTR)”, or “mule”. Logan alleges that he was the occupant of a service truck that was stopped when Andrew Weston “backed up the mobile utility vehicle causing a significant impact with Plaintiff’s vehicle”, causing his injuries.

THE CFSIC POLICY

CFSIC issued a Commercial General Liability policy to Chris Eldredge Containers with Policy No. BAK-52326-1 for policy period July 18, 2019 through July 18, 2020, and having limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate (the “Policy”). Chris Eldredge

¹ Please note that CFSIC has assessed its coverage position based on the allegations contained in the Lawsuit. At the outset, CFSIC recognizes that the allegations in the Lawsuit may be unsubstantiated, and nothing in this letter is intended to suggest that the allegations have any legal or factual merit.

² While the caption only names Chris Eldredge Containers, LLC and John Doe as defendants, the Complaint contains allegations against Chris Eldredge Containers, a Pennsylvania corporation, as well as Chris Eldredge Containers, LLC.

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Containers is noted as a corporation. Chris Eldredge Containers, LLC is not listed as a Named Insured. The Policy's Insuring Agreement provides, in relevant part, as follows:

SECTION I – COVERAGES
COVERAGE A BODILY INJURY AND PROPERTY
DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. ...

The Policy contains an exclusion for Aircraft, Auto Or Watercraft which provides as follows:

2. Exclusions

This insurance does not apply to:

* * *

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

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This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 26 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- (5) "Bodily injury" or "property damage" arising out of:
 - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or
 - (b) the operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

The Policy contains an Absolute Auto, Aircraft and Watercraft Exclusion endorsement which deletes the entirety of the foregoing Auto, Aircraft and Watercraft exclusion and replaces it with the following:

A. SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, paragraph g. is deleted and replaced with the following:

g. Aircraft, Auto Or Watercraft

“Bodily injury” or “property damage” arising out of or resulting from the ownership, maintenance, use or entrustment to others of

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any aircraft, “auto” or watercraft. Use includes operation and “loading or unloading”.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the “occurrence” which caused the “bodily injury” or “property damage” involved the ownership, maintenance, use or entrustment to others of any aircraft, “auto” or watercraft.

The Policy defines “auto” and “mobile equipment” as follows:

SECTION V – DEFINITIONS

* * *

2. “Auto” means:

- a.** A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- b.** Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, “auto” does not include “mobile equipment”.

* * *

12. “Mobile equipment” means any of the following types of land vehicles, including any attached machinery or equipment:

- a.** Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b.** Vehicles maintained for use solely on or next to premises you own or rent;
- c.** Vehicles that travel on crawler treads;
- d.** Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

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- (1) Power cranes, shovels, loaders, diggers or drills; or
- (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

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However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

COVERAGE POSITION

Based upon CFSIC's investigation, and information provided on your behalf, the allegations in the Complaint, and the terms and conditions of the Policy, CFSIC respectfully maintains its declination of coverage to Chris Eldredge Containers in connection with the Lawsuit.

The Policy's Absolute Auto, Aircraft and Watercraft Exclusion ("Absolute Auto Exclusion") excludes coverage for "bodily injury" arising out of or resulting from the use of *any* "auto." The exclusion applies even if the claim alleges negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured if the "occurrence" which caused the "bodily injury" involved the use of any "auto". Moreover, the limitations in the Auto Exclusion, that the "auto" be "owned or operated by or rented to or loaned to any insured," was removed by the Absolute Auto Exclusion. Rather, the Absolute Auto Exclusion applies to exclude coverage for "bodily injury" arising out of the use of an "auto" by anyone. *See Nautilus Ins. Co. v. Bike & Build, Inc.*, 340 F. Supp. 3d 399, 410 (E.D. Pa. 2018).

Here, Logan alleges that, at the time of the accident, he was the occupant of a service truck that was stopped when Andrew Weston "backed up the mobile utility vehicle causing a significant impact with Plaintiff's vehicle." An "auto" means "a land motor vehicle, trailer or semitrailer designed for travel on public roads." The service truck in which Logan was an occupant was a land motor vehicle designed for travel on public roads. Therefore, Logan's alleged bodily injury arise out of the use of an "auto" and is excluded by the Absolute Auto Exclusion. The fact that Logan amended facts relating to the vehicle that was used by the employee of Chris Eldredge Containers, LLC does not change the conclusion that the Absolute Auto Exclusion applies because the exclusion applies regardless of whether the "auto" was being used by the insured. Accordingly, coverage for the Lawsuit is excluded by the Absolute Auto Exclusion and CFSIC has no duty to defend or indemnify Chris Eldredge Containers.

CFSIC reserves its rights to further disclaim coverage under the Absolute Auto Exclusion to the extent that the vehicle being operated by Andrew Weston or any trailer is also an "auto" as defined by the Policy.

Further, as stated above, the defendant in the Lawsuit is Chris Eldredge Containers, LLC. However, the Named Insured of the CFSIC policy is Chris Eldredge Containers, a corporation. Chris Eldredge Containers, LLC is not a Named Insured under the CFSIC Policy. Notwithstanding the Amended Complaint's allegation that Chris Eldredge Containers, LLC is a corporation, based

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on information from the online database of the Pennsylvania's Department of State, Chris Eldredge Containers, LLC is a Limited Liability Company. Therefore, CFSIC reserves its rights to disclaim coverage to the extent that Chris Eldredge Containers, LLC is not an insured under the Policy.

CONCLUSION

Based on the foregoing, CFSIC respectfully maintains its disclaimer of coverage to Chris Eldredge Containers under the Policy and disclaim any obligation to defend or indemnify Chris Eldredge Containers in the Lawsuit.

If you believe that CFSIC's coverage determination as set forth herein is in error, or if you would like to bring any additional information to CFSIC's attention, please do not hesitate to let me know. Please understand, however, that CFSIC's willingness to consider any additional facts shall not be considered an admission of coverage, nor a waiver or estoppel of CFSIC's denial of coverage as set forth herein.

There may be additional provisions in the Policy that apply to this matter. This letter addresses only those provisions that appear pertinent at this time in light of the facts currently known and available to us, without accepting or implying that the allegations have any factual or legal merit. CFSIC reserves all rights with regard to the above referenced provisions, as well as all other rights, remedies, and defenses under the Policy, at law, and in equity, as presently exist or may later be ascertained. These reservations include, but are not limited to, the right to amend this letter to address any other coverage issues as they now exist or may arise, based upon the present facts as well as any additional facts that may come to CFSIC's attention. Nothing contained in this letter, and no action on our part in investigating this matter, shall be construed as an admission of coverage or as a waiver of any right, remedy or defense that may be available to CFSIC.

Should you have any questions concerning this letter, please let me know immediately.

Very truly yours,

/s/ Kristin Gallagher

Kristin Gallagher

Partner
for Kennedys

cc: Lore Baker, Arthur Hall, via email only (lbaker@arthurhall.com)

EXHIBIT E

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Kristin.Gallagher@kennedyslaw.com

March 14, 2022

Via Electronic Mail and Certified Mail - RRR

Chris Eldredge Containers
Attn: Chris Eldredge
896 Fern Hill Road
West Chester, PA 19380
cmeldrege@comcast.net

**Re: Craig Logan v. Andrew Weston, et al.
Pennsylvania Court of Common Pleas of Philadelphia County
Case No. 210402328
Claim No.: QDC00712324
Named Insured: Chris Eldredge Containers
Policy No.: BAK-52326-1
Our File No.: USC025.1052617**

Dear Mr. Eldredge:

As you know we represent Crum & Forster Specialty Insurance Company (“CFSIC”) in connection with the above captioned matter. CFSIC understands that a request has been made for CFSIC to reconsider its disclaimer of coverage in connection with the matter captioned *Craig Logan v. Andrew Weston, et al.* pending in the Pennsylvania Court of Common Pleas of Philadelphia County, No. 210402328 (the “Lawsuit”). CFSIC further understands that Selective Insurance Company of America has withdrawn the defense it has been providing to you in connection with the Lawsuit.

CFSIC respectfully maintains its disclaimer of any obligation to defend or indemnify Chris Eldredge Containers in connection with the Lawsuit for reasons set forth in our prior correspondence dated October 7, 2021, and as set forth below.

As set forth more fully in our prior correspondence, the Lawsuit arises from an incident that occurred on the premises of Chris Eldredge Containers, LLC (“CEC”) on July 15, 2020. Underlying plaintiff Craig Logan (“Logan”) alleges that he was the occupant of a service truck

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that was stopped on the premises when CEC employee Andrew Weston (“Weston”) backed up an Ottawa Terminal Tractor, “also commonly classified as ‘mobile utility vehicle,’ ‘special mobile equipment’ or ‘tractor’ as defined in 75 Pa. C.S. § 102, et. seq.,” causing a “significant impact” with Logan’s vehicle, causing him injuries.

CFSIC issued Commercial General Liability Policy No. BAK-52326-1 (7/18/19 – 7/18/20) to Chris Eldredge Containers (the “Policy”). The Policy contains an Absolute Auto, Aircraft and Watercraft Exclusion endorsement which excludes coverage for:

“Bodily injury” or “property damage” arising out of or resulting from the ownership, maintenance, use or entrustment to others of any aircraft, “auto” or watercraft. Use includes operation and “loading or unloading”.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the “occurrence” which caused the “bodily injury” or “property damage” involved the ownership, maintenance, use or entrustment to others of any aircraft, “auto” or watercraft.

As we have previously noted, the Absolute Auto Exclusion applies to exclude coverage for “bodily injury” arising out of the use of an “auto” by anyone. *See Nautilus Ins. Co. v. Bike & Build, Inc.*, 340 F. Supp. 3d 399, 410 (E.D. Pa. 2018).

The Lawsuit alleges that Logan suffered “bodily injury” arising out of the use of an “auto” – the service truck Logan was driving. The exclusion applies regardless of whether the Ottawa Terminal Tractor allegedly driven by Weston qualifies as an “auto” under the Policy. The exclusion does not require that the “auto” from which “bodily injury” arises be owned or operated by, or rented or loaned to, any insured. For the exclusion to apply, there simply must be injury arising out of or resulting from the use of any auto. Logan alleges he suffered injury arising out of or resulting from the use of his service truck.

Accordingly, because the Absolute Auto Exclusion applies regardless of whether an “auto” from which “bodily injury” arises was being used by the insured, coverage for the Lawsuit is excluded by the Absolute Auto Exclusion and CFSIC has no duty to defend or indemnify Chris Eldredge Containers in connection with the Lawsuit.

Based on the foregoing, and our prior correspondence of October 7, 2021, which is incorporated herein by reference, CFSIC respectfully maintains its disclaimer of coverage to Chris Eldredge Containers under the Policy and disclaim any obligation to defend or indemnify Chris Eldredge Containers in the Lawsuit.

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If you believe that CFSIC's coverage determination as set forth herein is in error, or if you would like to bring any additional information to CFSIC's attention, please do not hesitate to let me know. Please understand, however, that CFSIC's willingness to consider any additional facts shall not be considered an admission of coverage, nor a waiver or estoppel of CFSIC's denial of coverage as set forth herein.

There may be additional provisions in the Policy that apply to this matter. CFSIC reserves all rights with regard to the above referenced provisions, as well as all other rights, remedies, and defenses under the Policy, at law, and in equity, as presently exist or may later be ascertained. These reservations include, but are not limited to, the right to amend this letter to address any other coverage issues as they now exist or may arise, based upon the present facts as well as any additional facts that may come to CFSIC's attention. Nothing contained in this letter, and no action on our part in investigating this matter, shall be construed as an admission of coverage or as a waiver of any right, remedy or defense that may be available to CFSIC.

Should you have any questions concerning this letter, please let me know immediately.

Very truly yours,

Kristin Gallagher
Partner
for Kennedys

cc: Lore Baker, Arthur Hall, via email only (lbaker@arthurhall.com)